PPLICATION AND	CERTIFICA"	TION	FOR F	'AYMEN'
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TO:

Circuit City Stores, Inc.

9950 Mayland Drive

Richmond, VA 23233

FROM:

Schimenti Construction Co., LLC

118 North Bedford Rd

Mount Kisco, NY 10549



PROJECT: Circuit City #4133, N. Plainfield, NJ

0.00

APPLICATION NO: 2

PERIOD TO: 31-Jul-08

CCSI PROJECT NO: 04133

CONTRACT DATE: 5-May-08

CONTI	PIGOTONG	APPLICATION	AN EAD	DAVIMENT
CUNII	KAUTUK 3	APPLICATION	JN FUR	PATIVIEN

Application is made for payment, as shown below, in connection with the Contract. The detailed breakdown of this application is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

2. NET CHANGE BY CHANGE ORDER\$

I. ORIGINAL CONTRACT SUM	 1,324,900.00

- 4. TOTAL COMPLETED TO DATE\$ 815,318.20 (Column F on Details)

5. RETAINAGE:

10 % of Completed Work		
(Column D + E on Details)	s	81,531.82

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)	·\$	

7. LESS PREVIOUS CERTIFICATES FOR

 PAYMENT (Line 6 from prior Application) 	\$ 232,0	650.0
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8. CURRENT PAYMENT DUE 501,136.

9. BALANCE TO FINISH, INCLUDING 591,113.62 RETAINAGE (Line 3 less Line 6)\$

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schimenti Construction Co., LLC

Date: 811

County of: 11/05to 11 05to PR Subscribed and sworn to before me

CARMELA CUTRUPI Notary Public, State of New York No. 01CU6180147

Qualified in Westchester County

Commission Expires January 07, 20

Contractor: Do not enter information below this line.

CIRCUIT CITY ACCOUNTING INFORMATION

Project ID:		Invoice No:	
Req. No:	-	PO No:	
Amount:	*	Vendor ID:	

Approved:

Approved:

* EXPENSE PAYABLES, SEE COLUMN "I" FOR LINE ITEM AMOUNTS

Notary Public: Chin

My Commission expires:

CHECK DUE DATE:

RETURN CHECK TO: ASHLEY HUDSON / CONSTRUCTION DEPARTMENT

Doc 7357-3 Filed 04/30/10 Entered 04/30/10 14:57:41 Exhibit(s) Exhibit 2 - Part B Page 2 of 44 Case 08-35653-KRH Desc

PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT Contractor's signed certification is attached.

Schimenti Construction Company

North Plainfield, NJ #4133

APPLICATION NO: Details Page 1 of 4-3 APPLICATION DATE: 31-Jul-08 31-Jul-08 PERIOD TO:

TIEM DESCRIPTION OF WORK VALUE	TEROMI APPU	WORK COMPLETED	TOTAL	% (BALANCE	RETAINAGE	ANGOTENIT	ITEM
ORIGINAL CONTRACT Mobilization Insurance Bond Cost General Conditions General Conditions GC OH&P (Fee) Site Clearing & Erosion Control O Demolition O Site Clearing & Erosion Control O Demolition O Site Clearing & Grading O Site Clearing & Grading O Site Retaining Walls O Concrete Walks O Concrete Paving O Site Retaining Walls O Concrete Paving O Site Retaining Walls O Concrete Paving O Site Lighting O Site Lighting O Asphalt Paving, Base & Striping O Asphalt Paving, Base & Striping O Concrete Paving O Site Lighting O Concrete Paving O Concrete Slabs O Concr			- Caraba 100 100		Trotter OF	,000	AMOUNT	
AL CONTRACT 125 126 127 128 129 139 148 159 159 169 179 179 179 179 179 179 17	08		COMPLETED TO DATE (D+E)	(F + C)	TO FINISH (C - F)	10.0%	DUE THIS PERIOD (E less 16.0%)	NO.
ns rosion Control ding ege de Entrances de Entrances de Entrances figation ions s al Metal s Subtotal	98 8							
ns rosion Control ding ege de Entrances de Entrances figation ions s al Metal cking Subtotal	08		\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
ns rosion Control rosion Control ding ge d Entrances d Entrances d Entrances figation ions ions s al Metal cking Subtotal			\$0.00	%00.0	\$0.00	\$0.00	\$0.00	
ns ons rosion Control ding ge de Entrances de Entrances figation ions lks, Steps, Stoops, Pads on & Backfill s s al Metal cking		\$0.00 \$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
rosion Control rosion Control ding ge de Entrances ase & Striping & Gates rigation liks, Steps, Stoops, Pads on & Backfill s al Metal cking	80.00	00 80.00	\$0.00	0.00%	20.00	\$0.00	20.00	
rosion Control dding ge de dEntrances dEntrances figation ins ins in & Backfill shall ks, Steps, Stoops, Pads on & Backfill shall Subtotal	\$194,742.00 \$46,000.00	00 \$46,000.00	892,000.00	0.00%	\$102,742.00	\$9,200.00	\$41,400.00	1005
station Control state & Striping & Gates rigation ions s s s s s s s s s s s s s s s s s s	\$72,358.00		\$28,943.20	40.06%	\$43,414.80	\$2,894.32	\$26,048.88	1010
segentls Alls d Entrances d Entrances d Entrances figation ions shade & Striping for & Backfill shade sha	80.00	00 80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2010
se de Entrances de Entrances de Entrances de Entrances de Entrances figation ions ions ion & Backfill s s s Sy3,5 al Metal cking Cking	\$12,500.00 \$12,500.00	00 20.00	\$12,500.00	100.00%	80.00	\$1,250.00	80.00	2020
ge alls d Entrances d Entrances des & Striping & Gates rigation lks, Steps, Stoops, Pads ions s s s s s S93,4 al Metal cking cking	\$0.00	00.08 00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2030
ulls d Entrances de Cates figation ions ion & Backfill s s Sy3,4 al Metal Cking Cking Subtotal	\$0.00	00 80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2040
d Entrances d Entrances asse & Striping & Gates rigation lks, Steps, Stoops, Pads ion & Backfill s s s S93,4 al Metal Cking	80.00	00.08 00	\$0.00	0.00%	80.00	\$0.00	80.00	2050
d Entrances d Entrances asse & Striping & Gates rigation ions lks, Steps, Stoops, Pads ion & Backfill s s s S93,4 al Metal cking Subtotal	\$0.00	00.08 00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2060
d Entrances d Entrances d Entrances de Gates frigation ions ion de Backfill s s s Sy3,4 al Metal cking	80.00	00 80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2070
d Entrances asse & Striping & Gates rigation ions lks, Steps, Stoops, Pads on & Backfill s s s S93,4 al Metal cking Subtotal	80.00	00 80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2080
ase & Striping & Gates rigation ions ion & Backfill s s Sy3,4 al Metal Cking Subtotal	\$0.00	00 80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2090
ase & Striping & Gates rigation ions ion & Backfill s s s Sy3,4 al Metal Cking Subtotal	\$0.00	00 80.00	\$0.00	%00.0	\$0.00	\$0.00	\$0.00	2100
& Gates rigation ions ion & Backfill s s al Metal Cking Subtotal	20.00	00 80 00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2110
rigation ions list, Steps, Stoops, Pads S110,(on & Backfill s s s S93,4 al Metal cking	20.00	00 \$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	2120
ions Ns. Steps, Stoops, Pads S110,(on & Backfill s al Metal cking Subtotal	\$0.00	00 \$0.00	80.00	0.00%	\$0.00	\$0.00	\$0.00	2130
ions Iks, Steps, Stoops, Pads © Backfill s al Metal cking Subtotal	80.00		80.00	0.00%	\$0.00	\$0.00	\$0.00	2140
ions Iks, Steps, Stoops, Pads	\$0.00		20.00	0.00%	\$0.00	\$0.00	\$0.00	2999
lks, Steps, Stoops, Pads on & Backfill s al Metal cking Subtotal	\$0.00		80.00	0.00%	\$0.00	\$0.00	\$0.00	3010
Ilss, Steps, Stoops, Pads on & Backfill s al Metal cking Subtotal	\$0.00			0.00%	\$0.00	\$0.00	\$0.00	3020
on & Backfill s al Metal cking Subtotal	\$110,000.00 \$40,000.00	00 820,000.00	\$110,000.00	100.00%	20.00	\$11,000.00	\$63,000.00	3030
s al Metal cking	80.00		20.00	0.00%	\$0.00	\$0.00	\$0.00	3060
s s93,4 ail Metal cking			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	3999
s al Metal al Metal cking			80.00	0.00%	\$0.00	\$0.00	\$0.00	4050
s S93,5 al Metal cking Subtotal	20.00			0.00%	\$0.00	80.00	\$0.00	4999
al Metal cking Subtotal	\$40,0	\$53,5		100.00%	80.00	\$9,350.00	\$48,150.00	2010
cking Subtotal	80.00		20.00	0.00%	\$0.00	\$0.00	\$0.00	5020
cking Subtotal	80.00	00.08 00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	5999
Subtotal	\$0.00	•••••	\$0.00	0.00%	\$0.00	\$0.00	20.00	
Subtotal	80.00		80.00	0.00%	\$0.00	\$0.00	\$0.00	
	80.00	******	\$0.00	0.00%	\$0.00	20.00	\$0.00	6010
	\$0.00	00.02	20.00	0.00%	\$0.00	\$0.00	\$0.00	6020
COOD Comparture Other			20.00	0.00%	\$0.00	\$0.00	\$0.00	6030
0252 Cat penny - Cure	20.00	30 80.00	\$0.00	0.00%		\$0.00	\$0.00	6669
				. 0.00%	\$0.00	\$0.00	20.00	7010
tion control of the c		∵ 00°0s ∵ 00	20.00	.: 0.00%	\$0.00	20.00	20.00	7020

Case 08-35653-KRH Doc 7357-3 Filed 04/30/10 Entered 04/30/10 14:57:41 Desc Exhibit(s) Exhibit 2 - Part B Page 3 of 44

PAYMENT APPLICATION DETAILS

APPLICATION AND CERTIFICATION FOR PAYMENT
Contractor's signed certification is attached.

APPLICATION NO: Details Page 2 04.4-3

31-Jul-08 31-Jul-08

APPLICATION DATE:

PERIOD TO:

Contractor's signed certification is attached.
Schimenti Construction Company
North Plainfield, NJ #4133

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TTEM DESCRIPTION OF WORK	CONTRACT		WORK COMPLETED	TOTAL.	8	BALANCE	RETAINAGE	AMOUNT	TEM
	VALUE	FROM PREVIOUS	THIS PERIOD	COMPLETED	(F+C)	TO FINISH	10.0%	DUE	ő.
	-	APPLICATION (D+E)		TO DATE (D+E)		(C-13)		THIS PERIOD (E less 10.0%)	
7040 Sheet Metal Work		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7040
7050 Roofing & Roof Insulation	\$100,000.00	20.00	\$75,000.00	\$75,000.00	75.00%	\$25,000.00	87,500.00	\$67,500.00	7050
7055 Exterior Metal		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7055
7060 Roof Accessories		80.00	\$0.00	\$0.00	0.00%	80.00	\$0.00	\$0.00	7060
7070 Caulking & Sealants	\$0.00	80.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	7070
7999 Moisture Control - Other		20.00	\$0.00	80.00	0.00%	\$0.00	\$0.00	\$0.00	7999
8010 Steel Doors & Frames		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8010
8020 Wood & Plastic Doors	w	\$0.00	80.00	\$0.00	0.00%	80.00	\$0.00	\$0.00	8020
8030 Impact Doors		\$0.00	80.00	\$0.00	%00.0	\$0.00	\$0.00	\$0.00	8030
8040 Overhead Doors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8040
8050 Entrance & Store Fronts	\$42,000.00	80.00	\$21,000.00	\$21,000.00	20.00%	\$21,000.00	\$2,100.00	\$18,900.00	8050
8060 Security Gates	,	80.00	20.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0908
8070 Finish Hardware		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8070
8080 Glass & Glazing	\$0.00	80.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	8080
8090 Fire Shutters		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0608
8999 Doors, Windows & Glass - Other	urete total	\$0.00	80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	6668
9010 Lath & Plaster / EIFS	\$49,900.00	\$0.00	80.00	80.00	0.00%	\$49,900.00	80.00	80.00	9010
Framing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Hanging Drywall	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Tape & Finish	\$0.00	20.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
9020 Stud & Drywall Subtotal	\$187,900.00	\$40,000.00	\$100,000.00	\$140,000.00	74.51%	847,900.00	\$14,000.00	\$90,000.00	9020
9030 Ceramic Tile	\$4,200.00	80.00	\$0.00	80.00	0.00%	\$4,200.00	\$0.00	20.00	9030
9040 Acoustical Ceilings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9040
9050 Carpet		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9050
9060 Resilient Flooring	**********	\$0.00	\$0.00	20.00	0.00%	\$0.00	\$0.00	\$0.00	0906
9070 Sheet Viryl Flooring		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9070
9080 Rubber Flooring	~~~	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0806
Exterior Painting		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Interior Painting & WC	\$0.00	\$0.00	\$0.00	20.00	0.00%	\$0.00	\$0.00	\$0.00	
Floors		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
9090 Painting/Wall Coverings Subtotal	\$29,500.00	20.00	87,375.00	\$7,375.00	25.00%	\$22,125.00	\$737.50	\$6,637.50	0606
9100 Flooring Material Allowance	\$0.00	\$0.00	20.00	\$0.00	0.00%	20.00	\$0.00	\$0.00	0016
9110 Mariite Panels (FRP)		\$0.00	\$0.00	80.00	0.00%	20.00	\$0.00	\$0.00	9110
9999 Finishes - Other	-	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	20.00	\$0.00	6666
10010 Toilet Partitions	\$1,600.00	80.00	80.00	80.00	0.00%	\$1,600.00	80.00	80.00	10010
10020 Interior Signage		20.00	20.00	80.00	0.00%	\$0.00	\$0.00	\$0.00	10020
10030 Fire Extinguishers		80.00	20-00	20.00	0.00%	\$0.00	\$0.00	\$0.00	10030
10040 Toilet Accessories	\$0.00	\$0.00	\$0.00	80.00	0.00%	\$0.00	80.00	\$0.00	10040
10070 Rolling Conveyor		80.00	\$0.00	20.00	%00.0	\$0.00	\$0.00	\$0.00	10070
10080 Lockers		00.08	\$0.00	20.00	%000	\$0.00	80.00	\$0.00	10080

PAYMENT APPLICATION DETAILS

APPLICATION NO: Details Page 3 ot 4.3 31-Ju1-08 31-Jul-08 APPLICATION DATE: PERIOD TO: North Plainfield, NJ #4133 APPLICATION AND CERTIFICATION FOR PAYMENT Contractor's signed certification is attached. Schimenti Construction Company

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TEM DESCRIPTI	DESCRIPTION OF WORK	CONTRACT	Cara Idyloo Xaoin	AADI ETED	TATAL	8	DATANOE	DETAINAGE	AAAOTANT	C L
	ANOW TO NION	VALUE	FROM PREVIOUS	THIS PERIOD	COMPLETED	(F+C)	TO FINISH	10.0%	DOE	NO.
			APPLICATION (D+E)	***********	TO DATE (D+E)		(C-F)		THIS PERIOD (E less 10.0%)	
10999 Specialties - Other		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	10999
11010 Miscellaneous Equipment	ment		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11010
11020 Loading Dock Equipment	ment		\$0.00	80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11020
11030 Elevators/Lifts			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	11030
12010 Window Treatment			20.00	\$0.00	\$0.00	0.00%	\$0.00	20.00	\$0.00	12010
12020 Coat Rack			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	80.00	\$0.00	12020
12030 Floor Mats			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	12030
Underground Plumbing	gu	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Overhead Plumbing		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Plumbing Fixtures		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Plumbing Insulation		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15010 Plumbing Subtotal		\$57,700.00	\$15,000.00	\$20,000.00	\$35,000.00	%99.09	\$22,700.00	\$3,500.00	\$18,000.00	15010
Underground Fire Prot	ot		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Overhead Fire Prot			\$0.00	\$0.00	\$0.00	0.00%	80.00	\$0.00	\$0.00	
Fire Prot Assembly			80.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Fire Prot Devices			\$0.00	80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	,-
15020 Fire Protection Systems Subtotal	ins Subtotal	\$0.00	\$0.00	80.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	15020
HVAC Roof Top Units	its	\$0.00	\$0.00	\$0.00	30.00	0.00%	\$0.00	\$0.00	\$0.00	
HVAC Ductwork		\$0.00	\$0.00	\$0.00	80.00	0.00%	\$0.00	\$0.00	\$0.00	
HVAC Insulation		\$0.00	80.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
HVAC Registers, Grilles & Diffusers	illes & Diffusers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	80.00	
HVAC Testing & Balancing	lancing	\$0.00	30.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
15030 HVAC Subtotal		859,000.00	\$15,006.00	835,000.00	\$50,000.00	84.75%	\$9,000.00	\$5,000.00	831,500.00	15030
Temporary Power		\$0.00	\$0.00	\$0.00	20.00	0.00%	\$0.00	\$0.00	\$0.00	
Rough Electric - Power	er	80.00	\$0.00	\$0.00	80.00	0.00%	20.00	\$0.00	\$0.00	
Rough Electric - Low Voltage	/ Voltage	\$0.00	20.00	\$0.00	20.00	0.00%	80.00	\$0.00	20.00	
Finish Electric		\$0.00	\$0.00	\$0.00	80.00	0.00%	\$0.00	\$0.00	80.00	
Light Fixture Installation	tion	\$0.00	\$0.00	80.00	20.00	0.00%	\$0.00	\$0.00	\$0.00	
Switchgear Installation	ис	\$0.00	\$0.00	\$0.00	\$0.00	%00.0	\$0.00	\$0.00	20.00	
NOVAR Controls		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	20.00	\$0.00	\$0.00	
Fire Alarm System			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
16090 Electrical Subtotal		\$310,000.00	\$50,000.00	\$100,000.00	\$150,000.00	48.39%	\$160,000.00	\$15,000.00	290,000.00	16090
16100 Electrical Allowance			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	16100
ORIGINAL COP	ORIGINAL CONTRACT TOTALS	\$1,324,900.00	\$258,500.00	\$556,818.20	\$815,318.20	61.54%	\$509,581.80	\$81,531.82	\$501,136.38	

PA	PAYMENT APPLICATION	N DETAIL	AILS							
APPL	APPLICATION AND CERTIFICATION FOR PAYMENT Contractor's signed certification is attached.	ENT					APPL APPLIC	APPLICATION NO: APPLICATION DATE:	Details Page 4 ot.4.3 31-Ju1-08	ot.∳.3
Schin	Schimenti Construction Company		North	North Plainfield, NJ #4133	4133			PERIOD TO:	31-Jul-08	
4	4				(4.		0	I		■
LEN	DESCRIPTION	CONTRACT	WORK	MPLETED	TOTAL	%	BALANCE	RETAINAGE	AMOUNT	TEM
Š.		VALUE	APPU (C	THIS PERIOD	COMPLETED TO DATE (D+E)	(F ÷ C)	TO FINISH (C - F)	10.0%	DUE THIS PERIOD (E less 10.0%)	Ö
	Approved Change Order #			1/30(11)						
			80.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	poor 1
	2	•	\$0.00	\$0.00	\$0.00	0.00%	20.00	\$0.00	\$0.00	7 7
	7		00.08	\$0.00	00.08	0.00%	\$0.00	\$0.00	\$0.00	7 4
			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	· v
-	9		\$0.00	\$0.00	\$0.00	0.00%	20.00	\$0.00	\$0.00	9
	Change Order #_Subtotal	80.00	20.00	80.00	20.00	%00.0	80.00	\$0.00	\$0.00	·········
	Approved Change Order #			a (\$ 1/2) 7 a \$ 5 - 5 .						************
			\$0.00	\$0.00	\$0.00	0.00%	\$0.00	20.00	\$0.00	proof.
	2		20.00	80.00	\$0.00	0.00%	80.00	\$0.00	\$0.00	2
	7		80.00	20.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	m
	4		80.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	4
	~		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	'n
	'		\$0.00	20.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9
	Change Order #_Subtotal	\$0.00	20.00	S0.00	80.00	0.00%	20.00	S0.00	20.00	
	Approved Change Order #				***************************************					
	-		20.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	r (
	7		20.00	20.00	20.00	0.00%	8.03	20.00	30.00	7
-	m		80.00	\$0.00	30.00	0.00%	\$0.00	\$0.00	80.00	· Ω
	4		20.00	\$0.00	\$0.00	%00.0	\$0.00	\$0.00	80.00	4
			20.00	20.00	20.00	0.00%	\$0.00	\$0.00	\$0.00	2
	9		80.00	\$0.ç0	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	9
	Change Order # Subtotal	20.00	80.08	80.00	20.00	0.00%	20.00	80.00	20.00	
A.	APPROVED CHANGE ORDER TOTALS	80.00	20.00	20.00	80.00	%00.0	80.00	80.00	\$6.00	
	GRAND TOTALS	\$1,324,906.00	\$258,500.00	8556,818.20	\$815,318.20	61.54%	\$509,581.80	\$81,531.82	\$501,136.38	

Lien Release Checklist

Pay Application # 2
Circuit City Store # 4133, North Plainfield, NJ

			3		5	Long Stole # 4155, Notes Flammely, No	5	। विधासिक	;	2				
	,	•						(Accumulative)	ulat	ive)				
Pay														
App	Subcontractor or Material Description of Work or	Description of Work or		Original	4	Adjusted	Prev	Previous Months			4	Amount this	Balance to	CCSI Use
Line#	Supplier	Material		Contract	~	Contract		Draws	ů.	Paid to Date		Request	Complete	Only
16090	A. J. Maglio	Electrical	क	310,000.00	ક્ક	310,000.00	ક્ક	45,000.00	ક્ક	45,000.00	ક્ક	90,000.00	\$ 175,000.00	
7050	Conti Roofing	Roofing	€>	100,000,001	64)	100,000,00	643	ı	(c)	1	49	67,500.00	\$ 32,500.00	
10010	Division Ten Specialties	Toilet Partitions	63	1,600.00	6 ⊅.	1,600.00	↔	1	₩	1	₩	ı	\$ 1,600.00	
5010	Hi-Tech Steel	Structural Metals	લ્ક	93,500.00	க	93,500.00	€ ≯	36,000,00	63	36,000.00	↔	48,150.00	\$ 9,350.00	
15010	McCloskey Mechanical	Plumbing	ક્ક	57,700.00	₩	57,700.00	ક્ક	13,500.00	બ	13,500.00	↔	18,000.00	\$ 26,200.00	
15030	McCloskey Mechanical	HVAC	ક્ર	59,000.00	63	59,000.00	\$	13,500.00	69	13,500.00	€>	31,500.00	\$ 14,000.00	
2020	Merendino Corporation	Demolition	↔	12,500.00	₩	12,500.00	ક્ક	11,250.00	↔	11,250.00	69	1	\$ 1,250.00	
0606	PR Painting	Painting/Wallcovering	€3	29,500.00	બ્ર	29,500.00	₩	1	49	•	↔	6,637.50	\$ 22,862.50	
3030	Precision Concrete	Concrete	છ	110,000.00	ક્ર	110,000.00	64	36,000.00	↔	36,000,00	€\$	63,000.00	\$ 11,000.00	
1005	Schimenti Construction	General Conditions	€€	194,742.00	€÷	194,742.00	63	41,400.00	ω	41,400.00	643	41,400.00	\$ 111,942.00	
1010	Schimenti Construction	GC OH&P (Fee)	63	72,358.00	બ્ર	72,358.00	↔	١	₩	1	₩	26,048.88	\$ 46,309.12	
9010	Schimenti Construction	EIFS	ક્ર	49,900.00	ঞ	49,900.00	↔	1	ક્ર	1	↔	,	\$ 49,900.00	
9020	Schimenti Construction	Stud & Drywall	\$	7,900.00	↔	7,900.00	49	•	↔	_	ઝ	1	\$ 7,900.00	
9030	9030 Schimenti Construction	Ceramic Tile	643	4,200.00	₩.	4,200.00	\$	-	₩	_	6)	-	\$ 4,200.00	
SC	SCHIMENTI CONSTRUCTION SUBTOTAL	ION SUBTOTAL	s	329,100.00	(A)	329,100.00	₩.	41,400.00	₩	41,400.00	43	67,448.88	\$ 220,251.12	
8050	Standard Glass	Entrance & Storefront	ક્ક	42,000.00	ક	42,000.00	↔	1	↔	1	↔	18,900.00	\$ 23,100.00	
9020	Whitetail Interiors	Stud & Drywall	63	180,000.00	s)	180,000.00	(A)	36,000.00	G	36,000.00	63	90,000,06	\$ 54,000.00	
L						***************************************								
			\$ 1,	\$ 1,324,900.00	 64>	\$1,324,900.00	€9	232,650.00	မာ	232,650.00	↔	501,136.38	\$ 591,113.62	

GENERAL CONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	*******	7/31/08		
impro CIRC with c	hing se vements UIT CI corporate	ndersigned, Schimenti Construction Co., LLC rvices, labor or material in the construction (the "Work") upon the real estate site (the TY STORES, INC., including it's affiliates to offices located at 9950 Mayland Drive, Richard ontractor is providing services and/or material	ction, remodel e "Site") owned and/or subsidiari chmond, VA 23	or repair of or leased by es, ("Owner")
		t City Project Name: Circuit City, N Plainf	ield, NJ	
		t Address: <u>1200 US Highway 22</u> N. Plainfield , County, Stat	e: <u>NJ</u>	
The m	onetary	terms for the Work are:		
	A.	Original Contract Amount:	\$	1,324,900,00
	В.	Changes to Contract:	\$	0.00
	C.	Revised Contract Amount:	\$	1,324,900.00
	D.	Amount Requested This Period (Conditional):	\$	501,136.38
	Ė	Amount Poid to Data (Unaanditional)	~ ~ ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	222 650 00

Conditional Waiver Portion:

Balance on Contract:

F.

Upon receipt of consideration in the sum of \$501,136.38 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases, Contractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Contractor further certifies that Contractor has previously been paid \$232,650.00 (insert amount actually paid to date - from line "E" above) as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Contractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Contractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Contractor acknowledges that the foregoing representations are made to induce Owner to make the Progress Payment above knowing that Owner relies on the representations herein contained. Contractor further warrants and represents

that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

28-059

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

CONTRACTOR:	
Schimenti Construction Co., LLC	
/ o And	
(signature)	
By: JOESPARTA (print name)	
Title: Controller	
Subscribed and Sworn to before the undersigned, a Nor	tary Public, on this the day of
August 2008 in the City/County of 1	Noskhoster, State of New York
Notary Public Cells Pr.	My commission Expires
	CARMELA CUTRUPI Notary Public, State of New York No. 01 CUG-180147 Qualified in Westbook
28-059	Qualified in Westchester County Commission Expires January 07, 20

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER (to be provided with each progress payment application)

7/31/08 Date: The undersigned, A.J. Maglio Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as: Circuit City Project Name: Circuit City, N Plainfield, NJ 1200 US Highway 22 Project Address: _ City: N. Plainfield , County The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor". are: 310,000.00 Original Subcontract Amount: A. Changes to Subcontract: B. 310,000,00 Revised Subcontract Amount: C. 90,000.00 Amount Requested This Period (Conditional): \$ D. 45,000,00 Amount Paid to Date less Retainage (Unconditional): E.

Conditional Waiver Portion:

F.

Balance on Subcontract:

Upon receipt of consideration in the sum of \$90,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$45,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR. A.J. Maglio Inc.

Subscribed and Sworn to before the undersigned, a Notary Public, on this th

2008 in the City/County of

_ State of JENNIFER MCELROY

NOTARY PUBLIC OF NEW JERSEY Commission Books A/24/2013

My commission Expires

AUG-13-2008 02:23P FROM:

12019458215

TO: 19142449104

P.2

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

		The same and according to the same and the s
Date:	7/31/08	

The undersigned, Conti Roofing Co., Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N. Plainfield, NJ Project Address: 1200 US Highway 22 City: N. Plainfield, County _, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	•
В.	Change to O.J.	\$ 100,000,00
Ċ.	Changes to Subcontract:	100,000,00
	Revised Subcontract Amount:	0.00
D,	Amount Requested This Paring (Constitution	100,000,00
E.	" MINUTE PAIG TO DAIC less Patrianas (The service)	\$67,500.00
F.	Balance on Subcontract:	mal): \$0.00
		32,500,00

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$67,500.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce

AUG-13-2008 02:23P FROM:

12019458215

TO: 19142449104

P.3

Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR
Conti Ropting Co., Inc.

₽y:

Title: TRESIDENT

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 134 day of

_ in the City/County of Riolaefield

State of New Terray

28-059-03

My commission Expires

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date: 7/31/08

The undersigned, <u>Hi-Tech Steel</u>, <u>Inc.</u> ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES**, **INC.**, including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name:C	ircuit City, N Plainfield
Project Address: 1200 US	Highway 22
City: N. Plainfield, County	Somerset, State: NJ

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor <u>Schimenti Construction Co., LLC</u> hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	93,500.00
13.	Changes to Subcontract:	\$	
C.	Revised Subcontract Amount:	\$	93,500,00
D.	Amount Requested This Period (Conditio	mal): \$	48.150.00
E.	Amount Paid to Date less Retainage (Unco	onditional): \$_	36,000.00
F.	Balance on Subcontract:	\$	9.350.50

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$48,150.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 1/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$36,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR

Hi-Tech Steel, Inc.

By:

Title:

Subscribed and Sworn to before the undersigned, a Notary Public, on this the day of

district of the second of the

HUG 2008

in the City/County of JUCIEX

_. State of New Jecacy

Notary Public Castionoro

28-059-09

, -

Mary Castronovo Notary Public of New Jersey My Commission Expires 08 / 21 / 10

Rav. 3.24.06

McCLOSKEY 856-784-8283

No. 9814 P. 2

26,200.00

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08		
improveme CIRCUIT with corpor	signed, McCloskey Mechanical Cntr. ("Subservices, labor or material in the constructs (the "Work") upon the real estate site (in CITY STORES, INC., including it's affiliate rate offices located at 9950 Mayland Drive, In Contractor is providing services and/or material	uction, remo he "Site") ow s and/or subsiderable WA	del or repair of med or leased by liaries, ("Owner")
Circ	uit City Project Name: Circuit City, N Plainfie	·14	
Proj	ect Address: 1200 US Highway 22	<i>v</i> .x	
City	: N. Plainfield , County Somerset , State:	NTT	
the monet	ary terms for the Work at the Site, which	Subconfractor	is providing to
ສະກະນາ ວັ	chimenti Construction Co., LLC hereinafter re	forred to as "C	contractor", are:
A.	Original Subcontract Amount:	•	60 #AA AA
В.	Changes to Subcontract:	· · · · · · · · · · · · · · · · · · ·	57.700.00
Ç.	Revised Subcontract Amount:	\$	ET 000 00
D.	Amount Requested This Period (Conditional):	\$	<u>57,700,00</u>
E,	Amount Paid to Date less Retainage (Uncondition	anal) \$	18,000,00
F.	Balance on Subcontract:	onac) a	13,500.00

Conditional Waiver Portion:

Aug. 13. 2008 2:27PM

Upon receipt of consideration in the sum of \$18,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$13,500.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage, Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Case 08-35653-KRH Doc 7357-3 Filed 04/30/10 Entered 04/30/10 14:57:41 Desc Exhibit(s) Exhibit 2 - Part B Page 16 of 44

Aug. 13. 2008 2:27PM

McCLOSKEY 856-784-8283

No. 9814 P. 3

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR McCloskey Mechanical Cntr.

By:

Title:

President

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 12th day of

August

in the City/County of Camde 1

State of N.J.

Notary Public

AMANDA S. STER MER Notery Public of New Jersey My Commission Expires Oct. 8, 2008

My commission Expires

28-059-05

Rev. 3,24,06

Date:

7/31/08

Aug. 13. 2008 2:28PM

McCLOSKEY 856-784-8283

No. 9814 P. 4

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

The undersigned, j	McCloskey	Mechanical	Cntr.	("Subcontracto	ir ⁾⁾) ie a	estandere de la contra della contra de la contra de la contra de la contra de la contra della contra de la contra de la contra de la contra della co
furnishing services	, labor or	material i	n the	construction,	remodel	or repair of

improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N Plainfield Project Address: 1200 US Highway 22 City: N. Plainfield , County , State: The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are: A. Original Subcontract Amount: B. Changes to Subcontract: C. Revised Subcontract Amount: D. Amount Requested This Period (Conditional): \$ 31.500.00 Amount Paid to Date less Retainage (Unconditional) & E-13,500.00 F. Balance on Subcontract:

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$31.500.00 (Insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$13,500,00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retzinage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Case 08-35653-KRH Doc 7357-3 Filed 04/30/10 Entered 04/30/10 14:57:41 Desc Exhibit(s) Exhibit 2 - Part B Page 18 of 44

Aug. 13. 2008 2:28PM

McCLOSKEY 856-784-8283

No. 9814 P. 5

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR

McCloskey Mechanical Cntr.

By:

Title:

Preside it

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 12thday of

August

in the City/County of Camde 1

__State of N.J.

AMAJUA S. STERMER Notary Public of New Jersey My Commission Expires Oct., 3, 2008

My commission Expires

28-059-05

Rev. 3,24,06

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

The undersigned.	Merendino ("Subc	ontractor"), is a	subcontractor	fumishing	services
labor or material	in the construction.	remodel or rep	air of improve	ments (the	"Work"

upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: <u>Circuit City, N. Plainfield</u>
Project Address: <u>1200 US Highway 22</u>
City: <u>N. Plainfield</u>, County <u>Somerset</u>, State: <u>NJ</u>

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$	 12,500.00
B	Changes to Subcontract:	\$	
Ċ.	Revised Subcontract Amount:	\$	12,500.00
Ď.	Amount Requested This Period (Conditional)	: \$	0.00
Е.	Amount Paid to Date less Retainage (Uncondi		\$ 11,250,00
F.	Balance on Subcontract:	\$	 1,250.00

Conditional Waiver Portion:

7/31/08

Date:

Upon receipt of consideration in the sum of \$0.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$11,250.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 1/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

CCT Y	marc	NTR	100	T/AT
$-\infty$ U	HSC.C.	INIK	AL.	1 L JK

Merendino

By:

Title:

Subscribed and Sworn to before the undersigned, a Notary Public, on this the A day of

ftVQUST, NOOS in the City/County of

Norway Public

28-059-01

Maureen MacDonald

Rev. 3,24,06

Notary Public, Ctate of New York

Caciffied in Namean Cour

Culdenion Empires 11/24/06

AUG-13-2008 12:32 PM

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	, 1-7,77,88,71,71	7/31/08	····				
STOR	es, labor (") upor (ES, IN s locate	or material the real est C., including at at 9950 M	in the construct ate site (the "it's affiliates a ayland Drive, it	Subcontractor"), tion, remodel or Site") owned or and/or subsidiarie Richmond, VA 2 erials is defined a	repair leased es, ("O 23233.	or improv by CIRC wner") wi	CUIT CITY th corporate
	Circui	City Project	Name: <u>Circu</u>	it City. N Plainfi	eld	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Projec	Address:	1200 US Hig	hway 22			
				, State	2:	NJ	
The recontra	nonetar, ictor <u>Scl</u>	terms for t	he Work at the	e Site, which S C hereinafter refa	Subconterred to	ractor is as "Contr	providing to actor", are:
	A.	Original Subc	ontract Amount:		\$		29,500,00
	В.	Changes to St	ibcontract:		\$		
	C.	Revised Subc	ontract Amount:		\$		29 ,500.00
~/	D .	Amount Requ	ested This Porio	d-(Conditional):	\$		6,63 <i>7,5</i> 0
	E,			inage (Unconditio		\$	0.00
	F.	Balance on S	ubcontract:		\$		22,862,50

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$6.637.50 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 1/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and retainage. Subcontractor Kereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foragoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress

AUG-13-2008 12:32 PM

P.03

Payment above knowing that Contractor and Owner rely on the representations havein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR P R Painting Corp.

By:

Title:

Swom to before the undersigned, a Notary Public, on this the 💋 day of

in the City/County of

Notary Public A.

My commission Expires

28-059-04

ROBERT J. HUNSUCKER Notary Public State of New York No. 01HU5073945 Suffolk County Commission Expires March 10, 20/)

Rev. 3.24,06

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08				
The undersigned, <u>Precision Concrete</u> ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC. , including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:					
Circu Proje	Circuit City Project Name: Circuit City, N Plainfield Project Address: 1200 US Highway 22				
	N Plainfield , County, Sta	ite: <u>NJ</u>			
The monetary terms for the Work at the Site, which Subcontractor is providing to contractor <u>Schimenti Construction Co., LLC</u> hereinafter referred to as "Contractor", are:					
A.	Original Subcontract Amount:	\$	110,000.00		
В.	Changes to Subcontract:	\$	0.00		
C.	Revised Subcontract Amount:	\$	110,000.00		
D.	Amount Requested This Period (Conditional):	\$	63,000,00		
E.	Amount Paid to Date less Retainage (Unconditi	onal): \$	36,000.00		
F.	Balance on Subcontract:	\$	11,000,00		

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$63,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

11,000.00

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$36,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

AUG-12-2008 11:58

P.03/03

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR Precision Concrete

Subscribed and Sworn to before the undersigned, a Notary Public, on this the _/2_ day of

in the City/County of

28-059-07

Rev. 3,24.06

08/12/2008 08:47 FAX 9082380769

WHITETAILINTERIORS

→ MAIN OFFICE

Ø1001

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER (to be provided with each progress payment application)

Date:	7/31/08				
furnishing improvement CIRCUIT (with corpora	igned, White Tail Interiors, LLC ("Subconservices, labor or material in the construct (the "Work") upon the real estate site (the CITY STORES, INC., including it's affiliates at offices located at 9950 Mayland Drive, Ric Contractor is providing services and/or material	tion, "Sit ind/or chmo	remod e") owr r subsidi nd, VA	el or rened or lend or	pair of ased by Owner"
Proje	uit City Project Name: <u>Circuit City, N Plainfle</u> ect Address: <u>1200 US Highway 22</u> : <u>N. Plainfield</u> , County <u>Somerset</u> , State:		11		-
	nry terms for the Work at the Site, which S Schimenti Construction Co., LLC hereinafte				
A.	Original Subcontract Amount:	\$		180.0	00,00
B.	Changes to Subcontract:	\$, 40m. 1 yr. 16 15 15 15 15	
C.	Revised Subcontract Amount:	\$)00 <u>.00</u>
D,	Amount Requested This Period (Conditional):	\$		(Leave)	00.00
Ē.	Amount Paid to Date less Retainage (Uncondition	nal):	\$		00.00
F.	Balance on Subcontract:	\$		54.0	<u> </u>

Conditional Waiver Portion;

Upon receipt of consideration in the sum of \$90,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$36,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials firmished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing

Case 08-35653-KRH Doc 7357-3 Filed 04/30/10 Entered 04/30/10 14:57:41 Desc Exhibit(s) Exhibit 2 - Part B Page 26 of 44

08/12/2008 08:47 FAX 9082360769

WHITETAILINTERIORS

→ MAIN OFFICE

Ø002

representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR White Tail Interiors, LLC

Ву:

Title:

Subscribed and Sworn to before the undersigned, a Notary Public, on this the _____ day of

Augus t 2008 in the City/County of Westchesty State of

Carlo Cal

My commission Expires

28-059-10

CARMELA CUTRUP! Notary Public, State of New York No. 01CU6180147

Qualified in Westchester County Commission Expires January 07, 20____

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08			
"Work") upo STORES, II	med, A.J. Maglio Inc. ("Subcontractor"), it or or material in the construction, remodel or on the real estate site (the "Site") owned or NC., including it's affiliates and/or subsidiaried at 9950 Mayland Drive, Richmond, VA: providing services and/or materials is defined.	lease es, ("(23233	1 by C	IRCUIT CITY with corporate
Circu	it City Project Name: <u>Circuit City, N Plainfi</u>	eld. N	<u> I</u>	
Proje	ct Address: 1200 US Highway 22		NJ	10.25Mataya bilinabab
City:	N. Plainfield , County , State	ø:		MARKET
The moneta contractor are:	ry terms for the Work at the Site, which is Schimenti Construction Co., LLC hereinafted	Subcor er refe	otractor gred to	is providing to as "Contractor",
	Original Subcontract Amount:	\$		310,000,00
A. B.	Changes to Subcontract:	\$		
	Ravised-Subcontract-Amount:	\$		310,000,00
D.	Amount Requested This Period (Conditional):	\$		90,000,00
E.	Amount Paid to Date less Retainage (Uncondition	onal):	\$	45,000,00
F.	Balance on Subcontract:	\$		175,000.00

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$90,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$45,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing

representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR. A.J. Maglio Inc.

Subscribed and Sworn to before the undersigned, a Notary Public, on this ti

in the City/County of

, State of

JENNIFER MCELROY NOTARY PUBLIC OF NEW JERSEY Commission Expires A/24/2013 My commission Expires

Rev. 3,24,06

AUG-13-2008 02:23P FROM:

12019458215

TO: 19142449104

P.2

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date: 7/31/08	
---------------	--

The undersigned, Conti Roofing Co., Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: Circuit City, N. Plainfield, NJ Project Address: 1200 US Highway 22 City: N. Plainfield, County

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinaster referred to as "Contractor", are:

A.	Original Subanasanas	
₿.	Original Subcontract Amount:	\$ 100 000
Č.	Changes to Subcontract:	100,000,00
	Revised Subcontract Amount:	0.00
D.	Amount Requested This Daving Co.	100,000,00
E.	" MANY WITH E GILL IN 1 1970 force Diseases and 1	67,500.00
F.	Amount Paid to Date less Retainage (Unconditional): Balance on Subcontract:	onal): \$0.00
	The state of the s	5 32,500,00

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$67,500.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce

AUG-13-2008 02:23P FROM:

12019458215

TO: 19142449104

P.3

Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR
Conti Ropting Co. the.

By: JOHN TUCK

Title: PRESIDENT

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 134 day of

in the City/County of Riolafield State of Me

My commission Expires

28-059-03

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date: 7/31/08

The undersigned, <u>Hi-Tech Steel</u>, Inc. ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by **CIRCUIT CITY STORES**, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name:	Circuit City, N Plainfield
Project Address: 1200 L	S Highway 22
City: N. Plainfield Count	

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor <u>Schimenti Construction Co., LLC</u> hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$		93,500.00
В.	Changes to Subcontract:	\$		
C.	Revised Subcontract Amount:	\$		93,500,00
D.	Amount Requested This Period (Conditional)	: \$	NO 1 Valorities Santalemagan appara year	48,150.00
E.	Amount Paid to Date less Retainage (Uncondi	tional):	\$	36,000.00
F.	Balance on Subcontract:	\$	***************************************	9,350,50

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$\frac{548,150.00}{2}\$ (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through \$\frac{7/31/08}{2}\$ (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$36.000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR Hi-Tech Steel, Inc.

By:

Title:

Subscribed and Sworn to before the undersigned, a Notary Public, on this the day of

in the City/County of JUCIEX

, State of New Texax

28-059-0

Mary Castronovo Notary Public of New Jorsey My Commission Expires 03 / 21 / 10

Aug. 13. 2008 2:27PM

McCLOSKEY 856-784-8283

No. 9814 P. 2

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08		
improveme CIRCUIT with corpor	signed, McCloskey Mechanical Cntr. ("Substitutes, labor or material in the constructs (the "Work") upon the real estate site (in CITY STORES, INC., including it's affiliate rate offices located at 9950 Mayland Drive, In Contractor is providing services and/or material	uction, rer he "Site") s and/or sub	nodel or repair of owned or leased by osidiaries, ("Owner")
rroj	uit City Project Name: <u>Circuit City, N Plainfie</u> ect Address: 1200 US Highway 22		
City	: N. Plainfield , County Somerset , State:	ŊJ	
onfractor S	ary terms for the Work at the Site, which chimenti Construction Co., LLC hereinafter re	Subcontraction for section in the se	tor is providing to "Contractor", are:
A.	Original Subcontract Amount:	\$	67 7 00 00
В.	Changes to Subcontract:	£	57,700.00
Ç.	Revised Subcontract Amount:	\$	57 700 na
D.	Amount Requested This Period (Conditional):	\$	<u>57.700.00</u>
E	Amount Paid to Date less Retainage (Ungonétic	- V 1000000000000000000000000000000000000	18,000,00

Conditional Waiver Portion:

Balance on Subcontract;

F.

Upon receipt of consideration in the sum of \$18,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$13.500.00 (Insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage, Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Doc 7357-3 Filed 04/30/10 Case 08-35653-KRH Entered 04/30/10 14:57:41 Exhibit(s) Exhibit 2 - Part B Page 34 of 44

Aug. 13. 2008 2:27PM

McCLOSKEY 856-784-8283

No. 9814 P. 3

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR

McCloskey Mechanical Cntr.

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 12th day of

August

in the City/County of Camde 1

State of

AMANDA B. STELLINER Notary Public of New Jorsey My Commission Expires Oct. 8, 2008

My commission Expires

28-059-05

Aug. 13. 2008 2:28PM

McCLOSKEY 856-784-8283

No. 9814 P. 4

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08	•	
improvement CIRCUIT (with corporupon which	igned, McCloskey Mechanical Cntr. ("Suservices, labor or material in the consts (the "Work") upon the real estate site CITY STORES, INC., including it's affiliate offices located at 9950 Mayland Drive Contractor is providing services and/or materit City Project Name: Circuit City, N Plain	istruction, remodel or repair of the "Site") owned or leased by ates and/or subsidiaries, ("Owner") to Richmond, VA 23233. The Site terials is defined as:	
Proje	ect Address: 1200 US Highway 22		
City;	N. Plainfield County 5	State: NJ	
THE INOUGH	ly terms for the Work at the Site, which	ch Subcontractor in manufalling in	
contractor 80	chimenti Construction Co., LLC hereinafter	referred to as "Contractor", are:	
A.		,	
В.	Original Subcontract Amount: Changes to Subcontract:	\$59,000,00	٠
Ĉ.	Revised Subcontract Amount:	3	
D.	Amount Possessia The Table 22	\$59,000,00	
	Amount Requested This Period (Conditional)	l): \$31.500.00	
E.	Amount Paid to Date less Retainage (Uncond	ditional) \$ 13,500.00	
F.	Balance on Subcontract:	\$ 14,000.00	

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$31,500.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$13.500.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

Case 08-35653-KRH Doc 7357-3 Filed 04/30/10 Entered 04/30/10 14:57:41 Desc Exhibit(s) Exhibit 2 - Part B Page 36 of 44

Aug. 13. 2008 2:28PM

McCLOSKEY 856-784-8283

No. 9814 P. 5

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR

McCloskey Mechanical Cntr.

Ву:

Title:

Preside it

Subscribed and Sworn to before the undersigned, a Notary Public, on this the 12thday of

August

in the City/County of Camde 1

, State of N.J.

AMAJUA S. STERMER Notary Public of New Jersey My Commission Expires Oct., 3, 2008

My commission Expires

28-059-05

Rev. 3,24,06

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

The undersigned	Merendino	("Subcontractor	"), is a :	subcontractor	furnishing	services
labor or material	in the const	miction, remodel	or repa	ir of improve	ments (the	"Work"

upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC., including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:

Circuit City Project Name: <u>Circuit City, N. Plainfield</u>
Project Address: <u>1200 US Highway 22</u>
City: <u>N. Plainfield</u>, County <u>Somerset</u>, State: <u>NJ</u>

The monetary terms for the Work at the Site, which Subcontractor is providing to contractor Schimenti Construction Co., LLC hereinafter referred to as "Contractor", are:

A.	Original Subcontract Amount:	\$		12,500,00
B	Changes to Subcontract:	\$	v	
C.	Revised Subcontract Amount:	\$		12,500.00
D.	Amount Requested This Period (Conditional):	\$	·	0.00
E.	Amount Paid to Date less Retainage (Uncondit	ional):	\$	11,250,00
F.	Balance on Subcontract:	\$		1,250.00

Conditional Waiver Portion:

7/31/08____

Date:

Upon receipt of consideration in the sum of \$0.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$11,250.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 1/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment

above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR

Merendino

By:

Title

Subscribed and Sworn to before the undersigned, a Notary Public, on this the A day of

+tvgust, 0/0/8 in the City/County of_

Nicerary Dublic

28-059-01

Maureen MacDonald

Notary Public, Ctate of New York

No. 01MACCCC741

Cualified in Nameau Cour Coundenion Empires 11/24/66 Rev. 3,24,06

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SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	v. 4 - 1/4/12/12/12/12/12	7/31/08			
service "Work STOR offices	es, labor (") upor (ES, IN) (locate	ned, PR Painting Corp. ("Subcontractor"), or material in the construction, remodel or the real estate site (the "Site") owned or C., including it's affiliates and/or subsidiarid at 9950 Mayland Drive, Richmond, VA providing services and/or materials is defined	repa: lease es, (" 23233	ir of imp d by Cli Owner")	rovements (the RCUIT CITY with corporate
	Ćircui	t City Project Name: <u>Circuit City, N Plainfi</u>	eld	····/ ₍₍₁₎	Managar
	Profec	t Address: 1200 US Highway 22			
		N Plainfield , County , State	3:	NJ	
	ctor <u>Şcl</u>	terms for the Work at the Site, which Simenti Construction Co., LLC hereinafter references			ntractor", are:
	Α.	Original Subcontract Amount:	\$		29,500,00
	В.	Changes to Subcontract:	\$		
	C.	Revised Subcontract Amount:	\$		29,500.00
,	D	Amount Requested This Period (Conditional):	\$		6.637.50
	E.	Amount Paid to Date less Retainage (Unconditio	nal):	\$	0,00
		. mitchers y and so were white resemble (Contraction	,	~	X

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$5.637.50 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 1/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$0.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through (the "Date") exclusive only of the right to payment of retainage. Subcontractor kereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress

AUG-13-2008 12:32 PM

P.03

Payment above knowing that Contractor and Owner rely on the representations have contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR P R Painting Corp.

By:

miat.

abscribed and Sworn to before the undersigned, a Notary Public, on this the

e ZZZ day or

Notary Publication

My commission Expires

28-059-04

ROBERT J. HUNSUCKER Notary Public State of New York No. 01 HUS073945 Sulfolk County Commission Expires March 10, 20/

Rev. 3.24,06

SUBCONTRACTOR'S PROGRESS PAYMENT CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08						
The undersigned, <u>Precision Concrete</u> ("Subcontractor"), is a subcontractor furnishing services, labor or material in the construction, remodel or repair of improvements (the "Work") upon the real estate site (the "Site") owned or leased by CIRCUIT CITY STORES, INC. , including it's affiliates and/or subsidiaries, ("Owner") with corporate offices located at 9950 Mayland Drive, Richmond, VA 23233. The Site upon which Contractor is providing services and/or materials is defined as:							
Circuit City Project Name: <u>Circuit City, N Plainfield</u> Project Address: <u>1200 US Highway 22</u>							
City: .	N Plainfield , County, Sta	te: <u>NJ</u>					
The monetary terms for the Work at the Site, which Subcontractor is providing to contractor <u>Schimenti Construction Co., LLC</u> hereinafter referred to as "Contractor", are:							
A.	Original Subcontract Amount:	\$	110,000.00				
В.	Changes to Subcontract:	\$	0.00				
C.	Revised Subcontract Amount:	\$	110,000.00				
D.	Amount Requested This Period (Conditional):	\$	63,000.00				
E.	Amount Paid to Date less Retainage (Uncondition	onal): \$	36,000.00				
F.	Balance on Subcontract:	\$	11,000.00				

Conditional Waiver Portion:

Upon receipt of consideration in the sum of \$63,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$36,000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained.

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P.03/03

Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR Precision Concrete

By:

Title

Subscribed and Sworn to before the undersigned, a Notary Public, on this the $-\frac{12}{2}$ day of

in the City/County of

San Anay

State of W.J.

Notary Public

My commission Expires

28-059-07

08/12/2008 08:47 FAX 9082360769

WHITETAILINTERIORS

- MAIN OFFICE

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CLAIM RELEASE AND LIEN WAIVER

(to be provided with each progress payment application)

Date:	7/31/08		
furnishing a improvement CIRCUIT C with corpora	gned, White Tail Interiors. LLC ("Subcorservices, labor or material in the constructs (the "Work") upon the real estate site (the ITY STORES, INC., including it's affiliates ate offices located at 9950 Mayland Drive, Ri Contractor is providing services and/or materia	ction, remodel e "Site") owns and/or subsidia chmond, VA 2	or repair o d or leased by des, ("Owner" 3233. The Sit
	iit City Project Name: <u>Circuit City, N Plainf</u>	eld, NJ	
Proje	ct Address: 1200 US Highway 22	<u> </u>	
City:	N. Plainfield , County Somerset , State:	NI	
The moneta contractor are:	ry terms for the Work at the Site, which is Schimenti Construction Co., LLC hereinaft	Subcontractor i er referred to a	s providing t s "Contractor"
A.	Original Subcontract Amount:	\$	180,000,00
B.	Changes to Subcontract:	\$	
C.	Revised Subcontract Amount:	\$	180.000.00
D.	Amount Requested This Period (Conditional):	\$	90.000.00
E.	Amount Paid to Date less Retainage (Uncondition		36,000,00
F	Balance on Subcontract:	\$	54,000.00
Canditiona	i Waiver Portion		

Upon receipt of consideration in the sum of \$20,000.00 (insert amount covered by this Progress Payment - from line "D" above), together with receipt of any currently unpaid sums covered by previous lien waivers and claim releases to be paid by Contractor, Subcontractor for itself, its successors and assigns hereby waives, releases and forever discharges Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, agreements and any and all claims and liabilities whatsoever in law and in equity, in connection with the Work to the Site through 7/31/08 (insert date payment is requested through), exclusive only of rights to retainage.

Unconditional Waiver Portion:

Subcontractor further certifies that Subcontractor has previously been paid \$36.000.00 (insert amount actually paid to date - from line "E" above) by Contractor as full compensation and payment for all labor, services, equipment or materials furnished to Owner and Contractor for the Work, through 7/2/08, (the "Date") exclusive only of the right to payment of retainage. Subcontractor hereby unconditionally waives and releases any and all liens or claims or rights upon the Work or property of the Owner and all improvements thereon, on account of services, material, equipment, labor or other items furnished by Subcontractor to the Date, in connection with the Work, exclusive only of the right to payment for retainage, and for services and material provided after the Date. The foregoing certification and release are not contingent in any respect nor are they subject to any condition precedent. Subcontractor acknowledges that the foregoing

08/12/2008 08:47 FAX 9082360769

WHITETAILINTERIORS

→ MAIN OFFICE

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representations are made to induce Contractor and/or Owner to make the Progress Payment above knowing that Contractor and Owner rely on the representations herein contained. Subcontractor further warrants and represents that all bills, claims, demands, liabilities and obligations for services, material, equipment, labor and any other items furnished through the Date in connection with the Work have been paid and satisfied.

Partial Invalidity

If any provision of this document or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this document and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

SUBCONTRACTOR White Tail Interiors, LLC

Subscribed and Sworn to before the undersigned, a Notary Public, on this the

Notary Public

My commission Expires

28-059-10

CARMELA CUTRUPI Notary Public, State of New York No. 01CU6180147

Qualified in Westchester County Commission Expires January 07, 20